

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 06-107**

The City of Lincoln intends to purchase and invites you to submit a sealed bid for:

**SEASONAL REQUIREMENTS
FOR
PORTABLE CHEMICAL TOILET SERVICE**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **March 22, 2006** in the office of the Purchasing Agent, Suite 200, 440 S 8, K Street Complex, SW Wing, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the Conference Room.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Bid Specification and initial bidders list may be down loaded off the City/County Purchasing Division web site at: www.lincoln.ne.gov , search "Bid", select current year, select bid specification listed above.

**PROPOSAL
SPECIFICATION NO. 06-107**

**BID OPENING TIME: 12:00 NOON
DATE: March 22, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

THE SEASONAL REQUIREMENTS FOR PORTABLE CHEMICAL TOILET SERVICE

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>MONTHLY PRICE</u>
1.	Once per week portable chemical toilet services for the Summer playground location, municipal golf courses and some ballfields	17 ea	\$_____
2.	Twice per week portable chemical toilet services for some ballfields and other sites	6 ea	\$_____
3.	Units for special occasions:		
3a.	Days advance notice required for special events		_____ days
3b.	Standard unit cost	Per day	\$_____
3c.	ADA unit cost	Per day	\$_____

BID SECURITY REQUIRED: Yes _____ Amount: _____
No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes _____
No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
- (b) Bid prices subject to escalation/de-escalation: _____.
- (c) If (b), state period for which prices will remain firm:
Through _____.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____YES _____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 06-107**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

SPECIFICATIONS FOR PORTABLE CHEMICAL TOILET SERVICE

1. SCOPE

- 1.1 Install in place, service and maintain portable chemical toilets at various City of Lincoln playground, golf course and park locations.
- 1.2 Equipment and service shall be provided in accordance with the provisions of Chapter 17 and Chapter 24 of the Lincoln Municipal Code and any other applicable Federal and State Health Regulations.
- 1.3 Bidders shall hold a valid Cleaner's and Liquid Waste Hauler's permit issued by the Lincoln-Lancaster County Health Department.
 - 1.3.1 Copy of such permit shall be attached to your bid proposal form.

2. EQUIPMENT SPECIFICATIONS

- 2.1 Portable chemical toilets of self-contained design.
 - 2.1.1 Standard and ADA units must be available.
- 2.2 Each unit shall have ample facility to accommodate one (1) adult and one (1) child at the same time.
- 2.3 Entrance door shall be equipped with self-closing spring latch device.
- 2.4 Ventilation openings shall be located not less than six (6) feet above ground level.
 - 2.4.1 Ventilation openings shall be tightly screened to exclude insects and rodents.
 - 2.4.2 Vent pipe for holding tank urinal system must extend above roof.
- 2.5 All units must be in good repair and of clean appearance.
 - 2.5.1 Each unit must be approved by the Parks and Recreation Department prior to delivery.

3. SERVICE REQUIREMENTS

- 3.1 Summer Playground Locations
 - 3.1.1 See attached Schedule "A" for tentative locations.
 - 3.1.2 Term of service shall begin June 5, 2006 and continue through August 4, 2006.
 - 3.1.3 Delivery, set-up and sites within the playgrounds shall be coordinated with Terry Reger, (402)441-7952.
- 3.2 Golf Courses/Ball Fields
 - 3.2.1 Mahoney Golf Course
8100 Adams Street
Lincoln, Nebraska
 - 3.2.1.1 Term of service shall begin April 1, 2006 continue through November 30, 2006.
 - 3.2.1.2 Unit must be on wheels to permit transport with a Cushman truckster within the golf course.
 - 3.2.1.3 Delivery, set-up and site location shall be coordinated with Alan Culver, (402)441-8972.
 - 3.2.1.4 Request no service on Mondays.
 - 3.2.2 Pioneers Golf Course
Pioneers Park
Lincoln, Nebraska
 - 3.2.2.1 Term of service shall begin April 1, 2006 continue through November 30, 2006.
 - 3.2.2.2 Unit must be on wheels to permit transport with a Cushman truckster within the golf course.
 - 3.2.2.3 Delivery, set-up and site location shall be coordinated with Brian Hammer, (402) 441-8968.
 - 3.2.2.4 Request no service on Thursdays.
 - 3.2.3 Highlands Golf Course
5501 NW 12th
 - 3.2.3.1 April 1, 2006 thru November 30, 2006
 - 3.2.3.2 Units on Wheels-same as 3.2.2.2
 - 3.2.3.3 Request no service on Fridays
 - 3.2.3.4 Delivery, set-up and site location shall be coordinated with Jeff Gasseling, 402-441-6080.

- 3.2.4 Holmes Park Softball Complex
70th & Holmes Park Road
Lincoln, Nebraska
 - 3.2.4.1 Term of service shall begin April 21, 2006 and continue through October 31, 2006.
 - 3.2.4.2 Delivery, set-up and site location shall be coordinated with Matt Mittelstadt, (402) 441-7890.
- 3.3 Minimum Service Procedures
 - 3.3.1 Delivery, service and pick-up of the units shall not be performed when the surrounding grounds are wet or muddy to prevent damage to the grounds.
 - 3.3.1.1 Service vehicle shall remain on the roadway to the service units within 40 feet of the roadway.
 - 3.3.2 Units which sustain damage, which cannot be repaired at the site must be replaced within twenty-four (24) hours of notification by the Parks and Recreation Department at no additional cost to the City.
 - 3.3.3 Complete service shall be provided to each unit once or twice a week.
 - 3.3.4 Service shall consist of the following:
 - 3.3.4.1 Units shall be completely pumped and recharged with fresh chemical.
 - 3.3.4.2 Units shall be thoroughly scrubbed and the toilet seat and urinal area completely disinfected.
 - 3.3.4.3 Odor shall be controllable with the type of chemical used at temperatures through 100°F.
 - 3.3.4.4 Deodorant blocks shall be placed in the urinals and interior of unit shall be thoroughly scrubbed with an effective insecticide capable of killing both flying and crawling insects of all varieties.
 - 3.3.4.5 Toilet paper dispenser shall be completely refilled at each servicing.
 - 3.3.4.6 All minor repairs shall be done on a weekly basis.
 - 3.3.4.7 Standard Service Sticker shall be initialed and dated by the driver after each servicing.
 - 3.3.4.8 Units are to be serviced prior to noon when possible. The exception would be the units located at summer playground sites.
 - 3.3.5 The chemical solution used to recharge the holding tank shall be of a quality to act as an effective germicide, killing germs and insects on contact, discouraging vermin or rodents.
 - 3.3.5.1 The solution shall be of sufficient potency to achieve and maintain effective disinfectant/deodorant properties until tank is serviced.
 - 3.3.5.2 Vapors from solution shall be non-irritating to eyes or respiratory tract of potential users and be biodegradable.
 - 3.3.5.3 No formaldehyde chemicals will be permitted.
 - 3.3.6 Each unit shall contain a service check-off sheet that shall provide for date when unit serviced and initialed by service agent. NO EXCEPTIONS
 - 3.3.7 Disposal of contents of units serviced pursuant to this contract shall be in accordance with the requirements of the City of Lincoln.

4. SPECIAL EVENTS

- 4.1 Contractor shall agree to install, service and maintain portable chemical toilets for special events conducted by the City of Lincoln.
- 4.2 Bidders shall indicate on the Proposal Form the following information regarding such special events:
 - 4.2.1 Per unit daily rate.
 - 4.2.2 Number of days advance notice required prior to special events.
- 4.3 Special events will require some ADA units, based on total number requested and number of site locations.

5. INSURANCE REQUIREMENTS

- 5.1 Contractor shall provide general liability insurance in the amounts of \$2,000,000 combined single limit for property damage and personal injury.
- 5.2 Contractor shall name the City of Lincoln as additional insured as pertains to the performance of portable chemical toilet services.
- 5.3 The policy shall insure the City from any and all demands, claims, causes of action, at law or in equity, resulting from use of said equipment.

- 5.4 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of the performance of portable chemical toilet services.
- 5.5 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
- 5.6 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
- 5.7 A copy of the Insurance Requirements is included.

6. TERM OF AGREEMENT

- 6.1 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals.
- 6.2 Bidder must indicate on the proposal form if extension renewals are an option.
- 6.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

**Proposed Locations
For Portable Toilet Service for 2006**

<u>Park Site</u>	<u>Address</u>	<u>Type</u>	<u>Service</u>	<u>Days</u>	<u>Memo</u>
40 & 2 field	40 th & Hwy 2	1std	1/wk	F	L. League/Athletics
Air Park/Cricket	NW 36 & Luke	1std	1/wk	F	April-Oct/Athletics
Air Park/Soccer	3720 NW 46 th	2std	1/wk	F	March-Oct/Athletics
Arkfield field	NW 46 th & Mathis	1std	1/wk	F	Athletics
Ballard field	66 th & Kearney	1std	1/wk	F	March-April/Athletics
Cooper field	6 th & D	1std	1/wk	F	March-April/Athletics
Cripple Creek	Birch Hollow & Beaver Creek	1std	1/wk	T	June 5 th -Aug 4 th Summer Playgrounds
Elks Field	Normal Blvd & Sumner	1std	1/wk	F	March-April/Athletics
Highlands-G	5501 NW 12 th	1std	1/wk	M	Highlands Golf
		1std/wheels	1/wk	M	Highlands Golf
Holmes North	70 & N Shore Dr	1ADA	2/wk	M-F	E Corner/Lot #5 field West of Field/Athletics
Holmes South	70 & N Shore Dr	1std	2/wk	M-F	N of Bldg/Athletics
field		1ADA	2/wk	M-F	N of Bldg/Athletics
Holmes Dog Run	70 & N Shore Dr	1ADA	2/wk	M-F	April 1- Oct 31 /SE
	East of 70 th St	1ADA	1/wk	F	Nov 1- March 31 /SE
Mahoney-G	8100 Adams	1std/wheels	1/wk	F	Mahoney Golf
Peterson field	4400 Southwood Dr	1std	1/wk	F	L. League/Athletics
Pine Lake field	60 th & Pine Lake	1std	1/wk	T	L. League/Athletics
Pioneers-G	3403 W. Vandorn	1std/wheels	1/wk	W	Pioneers Golf
Roper field	7 00 Adams	1std	1/wk	F	L. League/Athletics
UNI field	50 th & Francis	1std	1/wk	F	March-April/Athletics
Woods field	31 st & J	1ADA	2/wk	M-F	by lot W of field
Woods Park	31 st & L	1ADA	2/wk	M-F	East of Rogers Memorial Dr.

Contacts:

Athletics - Kent - 441-8271
 Highlands Golf - Jeff - 441-6080
 Pioneers Golf-Brian - 441-8968
 N.E. District-Chris - 441-7887

Summer Playgrounds-Terry - 441-7952
 Mahoney Golf-Alan - 441-8972
 S.E. District-Matt - 441-7890

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.